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24 GENERAL PARTNERSHIP, a General
25 Partnership consisting of partners JOHN M.
26 TEIXEIRA, DON TEIXEIRA, and THOMAS J.
27 TEIXEIRA

28 UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

21 ALEKSEY DVORKIN, an individual,

22 Plaintiff,

23 v.

24 TEIXEIRA AND SONS, LLC, a California
25 Limited Liability Company; TEIXEIRA AND
26 SONS GENERAL PARTNERSHIP; a General
27 Partnership consisting of partners JOHN M.
28 TEIXEIRA, DON TEIXEIRA, and
THOMAS J. TEIXEIRA, inclusive,

Defendants.

Case No. 1:22-cv-00393-AWI-EPG

STIPULATED PROTECTIVE ORDER

(ECF No. 17)

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, Plaintiff ALEKSEY DVORKIN (“Plaintiff”) and Defendants TEIXEIRA AND SONS, LLC.; TEIXEIRA AND SONS GENERAL PARTNERSHIP, a General Partnership consisting of partners JOHN M. TEIXEIRA, DON TEIXEIRA, and THOMAS J. TEIXEIRA (“Defendants”), through counsel undersigned, jointly submit this Stipulated Protective Order to govern the handling of information and materials produced in the course of discovery or filed with the Court in advance of trial in this action.

Nothing in this Order shall be deemed an admission by any party that certain categories or types of documents or information contain proprietary or confidential information. Each party retains the right to challenge any and all information designated “CONFIDENTIAL,” as defined in Paragraph 1.b below, through the procedures detailed below. Nothing in this Order shall be deemed a waiver of any such rights.

GOOD CAUSE STATEMENT PURSUANT TO L.R. 141.1(c)

Disclosure and discovery activity in this action are likely to involve production of confidential and proprietary business and commercial information and trade secrets of the Parties, as well as sensitive and private information about Non-Parties for which special protection from public disclosure and from use for any purpose other than prosecution and defense of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business and financial information; information regarding confidential business practices; information regarding the identity of clients and customers; other confidential research, development, or commercial information (including information implicating privacy rights of third parties/other employees); information otherwise generally unavailable to the public; and information that may be otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

To expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the Parties are entitled to keep confidential, to ensure that the Parties are permitted reasonably necessary use of such material in preparation for and in the conduct of proceedings in this action, to address their handling at the end of the litigation, and to serve the ends of justice, a protective order for such information is

1 justified in this matter. It is the intent of the Parties that information will not be designated as
2 Confidential for tactical reasons and that nothing be so designated without a good-faith belief that
3 it has been maintained in a confidential, nonpublic manner, and there is good cause why it should
4 not be part of the public record of this case.

5 Further, this Court finds that appropriate sealing orders may be entered to limit public access
6 to specific documents and information, upon application of any party to this action or any third party
7 with standing to make such a request for sealing. *See* Local Rules 141, 141.1. The Parties further
8 acknowledge, as set forth in Section 12 (c) below, that this Order does not entitle them to file
9 confidential information under seal; Eastern District Local Rule 141 sets forth the procedures that
10 must be followed and the standards that will be applied when a party seeks permission from the
11 court to file material under seal.

12 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
13 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
14 protections on all disclosures or responses to discovery, and that the protection it affords from public
15 disclosure and use extends only to the limited information or items that are entitled to confidential
16 treatment under applicable legal principles.

17 **Statement Under L.R. 141.1(c)(1):**

18 Examples of confidential information that the parties may seek to protect from unrestricted
19 or unprotected disclosure include:

- 20 a) Information that is the subject of a non-disclosure or confidentiality agreement or
21 obligation or subject to the mediation or settlement privileges;
- 22 b) Agreements with third-parties, including liability coverage agreements and insurance
23 contracts;
- 24 c) Information related to business management, including but not limited to costs,
25 margins, or other internal financial/accounting information, including non-public
26 information related to financial condition or performance and income or other non-
27 public tax information;
- 28 d) Confidential business and financial information, including but not limited to

information contained in tax returns and financial analyses prepared by accountants and/or CPAs;

e) Information regarding the identity of clients and customers; and

f) Confidential commercial information (including information implicating privacy rights of third parties/other employees such as wage and benefit information).

Statement Under L.R. 141.1(c)(2):

Generally speaking, information and documents shall only be designated under this Protective Order because the Designating Party believes the information or documents are proprietary and/or confidential that the Designating Party would not release publicly. Unrestricted or unprotected disclosure of such confidential or commercial information would result in prejudice or harm to the Producing Party by revealing the Producing Party's methods for claims administration and claims management. Such information will have been developed at the expense of the Producing Party and represent valuable tangible and intangible assets of that party. Additionally, privacy interests must be safeguarded. Accordingly, the Parties respectfully submit that there is good cause for the entry of this Protective Order.

Statement Under L.R. 141.1(c)(3):

The parties submit that protecting the confidential nature of information in this way will be most efficient for the parties and the Court. The contended liability issues in the instant case will involve the mutual exchange of documents and other information that each party may consider to be confidential, and may include information a party is mandated to keep confidential by state law. Both Plaintiff and Defendants will be impaired in their ability to prosecute and defend the claims if they have no access to the subject juvenile files and records. The parties have met and conferred on this issue and agree that the instant stipulation and proposed Order are a fair and workable way to protect confidences and litigate the disputes.

PROTECTIVE ORDER

1. DEFINITIONS.

(a) The terms "Proceeding" or "Action" shall mean the above-entitled proceeding, Case no. 1:22-cv-00393-AWI-EPG.

1 (b) The term “Challenging Party” shall mean a Party or Non-Party that challenges the
2 designation of information or items under this Order.

3 (c) The term “Confidential” shall mean information (regardless of how it is generated,
4 stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil
5 Procedure 26(c). The term includes any matter deemed confidential and protected from public
6 disclosure under California law relating to juveniles.

7 (d) The term “Counsel” shall mean the attorneys of record for any party in this action,
8 their associates and their staff. If any party seeks to add counsel of record or substitute counsel of
9 record, then no “Confidential” Documents and information shall be discussed to such additional or
10 substitute counsel of record until they have agreed to this stipulation by executing the attached
11 Exhibit A.

12 (e) The term “Designating Party” shall mean a Party or Non-Party that designates
13 information or items that it produces in disclosures or in responses to discovery as “Confidential.”

14 (f) “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give, or make
15 available Materials, or any part thereof, or any information contained therein.

16 (g) The term “Documents” shall have the same meaning as the terms “documents and
17 electronically stored information” as used in Rule 34 of the Federal Rules of Civil Procedure.

18 (h) The term “Expert” shall mean a person with specialized knowledge or experience in
19 a matter pertinent to this litigation who has been retained by a Party to serve as an expert witness or
20 as a consultant in this litigation and who, at the time of retention, is not anticipated to become an
21 officer, director, or employee of a Party. Nothing in this Protective Order purports to alter in any
22 way the requirements for offering testimony under Fed. R. Evid. 703, or the expert disclosure
23 requirements under Fed. R. Civ. P. 26, or to define the term “expert” for purposes other than those
24 addressed in this Protective Order.

25 (i) The term “House Counsel” shall mean attorneys who are employees of a party to this
26 action, and shall include, for the County and its departments, officers, and employees, County
27 Counsel. House Counsel does not include outside counsel of record, or any other outside counsel.

28 (j) The term “Non-Party” shall mean any natural person, partnership, corporation,

1 association, or other legal entity not named as a Party to this action.

2 (k) The term “Party” shall mean any party named in this action, including all of its
3 officers, directors, employees, and consultants retained in the ordinary course of operation or
4 business.

5 (l) The term “Producing Party” shall mean a Party or Non-Party that produces
6 information or other discovery material in this action.

7 (m) The term “Professional Vendors” shall mean persons or entities that provide
8 litigation support services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or
9 demonstrations, and organizing, storing, or retrieving data in any form or medium) and their
10 employees and subcontractors.

11 (n) The term “Protected Material” shall mean any information or other discovery
12 material that is designated as “Confidential.”

13 (o) The term “Receiving Party” shall mean a Party that receives information or other
14 discovery material from a Producing Party.

15 (p) “Order” means this Stipulated Protective Order entered in the Action.

16
17 2. DESIGNATING PROTECTED MATERIAL.

18 (a) Exercise of Restraint and Care in Designating Material for Protection. Each Party or
19 Non-Party that designates information or items for protection under this Order must take care to
20 limit any such designations. The Designating Party must designate for protection only those parts
21 of material, documents, items, or oral or written communications that qualify under the appropriate
22 standards so that other portions of the material, documents, items, or communications for which
23 protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass,
24 indiscriminate, or routinized designations are prohibited, unless confidentiality of the designated
25 materials mandated by law, in a party’s good faith interpretation of law. Designations that are shown
26 to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily
27 encumber or retard the case development process or to impose unnecessary expenses and burdens
28 on other parties) expose the Designating Party to sanctions. If it comes to a Designating Party’s

1 attention that information or items that it designated for protection do not qualify for protection, that
2 Designating Party must promptly notify all other Parties that it is withdrawing the mistaken
3 designation.

4 (b) Manner and Timing of Designations. Except as otherwise provided in this Order or
5 as otherwise stipulated or ordered, discovery material and information that qualify for protection
6 under this Order must be clearly so designated before the material is disclosed or produced. The
7 Designating Party must use reasonable efforts to ensure that the applicable legend appears on each
8 page of each file produced, as permitted by the particular format of a given Document.

9 (c) Materials Subject to Designation. Each party to this litigation may designate any
10 Document, thing, interrogatory answer, admission, deposition testimony, and portions of such
11 materials, or other information which it has provided or which a third-party has provided as
12 “Confidential” in accordance with this Protective Order. The party designating such information as
13 “Confidential” shall be known as the “Designating Party” and the designation shall be set out
14 thereon. In designating Documents or information as “Confidential,” the Designating Party’s
15 counsel shall make a good faith determination, before applying the designation, that the information
16 warrants protection under Rule 26(c) of the Federal Rules of Civil Procedure.

17 (d) Designating Originals or Tangible Items. In the event the Producing Party elects to
18 produce original Documents and things for inspection rather than produce copies of Documents, no
19 marking need be made by the Producing Party in advance of the initial inspection. Thereafter, upon
20 selection of specified Documents for copying by the inspecting party, the Producing Party shall
21 mark the copies of such Documents as may contain protected subject matter with the appropriate
22 confidentiality marking at the time the copies are produced to the inspecting party. Said marking
23 shall not delay the production of the copies. Information obtained by counsel from initial review of
24 Documents, whether in written form or not, shall be maintained as “Confidential” unless such
25 information is produced without a designation of confidentiality, or as otherwise designated by the
26 Producing Party.

27 (e) Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
28 designate qualified information or items does not, standing alone, waive the Designating Party’s

1 right to secure protection under this Order for such material. Upon timely correction of a
2 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
3 in accordance with the provisions of this Order.

4 3. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

5 (a) Timing of Challenges. Any Party or Non-Party may challenge a designation of
6 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
7 designation is necessary to avoid foreseeable and substantial unfairness, unnecessary economic
8 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
9 challenge a confidentiality designation by electing not to mount a challenge promptly after the
10 original designation is disclosed.

11 (b) Meet and Confer. The Challenging Party shall initiate the dispute resolution process
12 by providing written notice of each designation it is challenging and describing the basis for each
13 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
14 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
15 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
16 begin the process by conferring directly (in voice-to-voice dialogue; other forms of communication
17 are not sufficient) within fourteen (14) days of the date of service of notice. In conferring, the
18 Challenging Party must explain the basis for its belief that the confidentiality designation was not
19 proper and must give the Designating Party an opportunity to review the designated material, to
20 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the
21 chosen designation. A Challenging Party may proceed to the next stage of the challenge process
22 only if it has engaged in this meet and confer process first or establishes that the Designating Party
23 is unwilling to participate in the meet and confer process in a timely manner.

24 (c) Judicial Intervention. If the Parties cannot resolve a challenge without court
25 intervention, the Designating Party shall file and serve a motion to retain confidentiality within
26 twenty-one (21) days of the initial notice of challenge or within fourteen (14) days of the parties
27 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Any
28 motion seeking relief from the Court must comply with Local Rule 251, including the Joint

Statement requirement, and Magistrate Judge Grosjean’s written statement of Standard Procedures Standing Order ¶ 2, including without limitation the requirement of an informal discovery conference with Judge Grosjean and the Court’s authorization before any formal discovery motion is filed. Failure by the Designating Party to make such a motion, including the required declaration within fourteen (14) days (or seven (7) days, if applicable), shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. All parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

Nothing in this Paragraph 3(c) shall prevent the parties from jointly stipulating to the Informal Telephonic Conference procedure set forth in Judge Grosjean’s Standard Procedures, ¶ 2.

4. ACCESS TO “CONFIDENTIAL” MATERIALS.

(a) A Receiving Party may only use “Confidential” Materials that are disclosed or produced by another Party or by a Non-Party in connection with prosecuting, defending, or attempting to settle this litigation. Such “Confidential” Material may be disclosed only to the categories of person and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions for Final Disposition of Protected Material set forth below.

(b) Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may only disclose any information or item designated as “Confidential” to:

(i) The Receiving Party’s outside counsel of record, as well as employees of said outside counsel of record to whom it is reasonably necessary to disclose this information;

(ii) The officers, directors, and employees (including where applicable County

1 Counsel or a private party's House Counsel) of the Receiving Party to whom disclosure is
2 reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement
3 to Be Bound" (Exhibit A);

4 (iii) Experts (as defined in this Order) of the Receiving Party and employees of
5 said Experts to whom it is reasonably necessary to disclose this information, and who have signed
6 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (iv) The Court and its personnel;

8 (v) Court reporters and their staff, professional jury or trial consultants, mock
9 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
10 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

11 (vi) During their depositions, witnesses in the action to whom disclosure is
12 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound"
13 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
14 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
15 so marked by the court reporter and may not be disclosed to anyone except as permitted under this
16 Stipulated Protective Order.

17 (vii) The author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information.

19 5. STORAGE OF PROTECTED INFORMATION BY RECEIVING PARTY.

20 The recipient of any Confidential materials provided under this Protective Order (including
21 copies or excerpts made thereof) shall maintain such information in a secure and safe area, and shall
22 exercise reasonable and proper care with respect to the storage, custody, use, and/or dissemination
23 of such information.

24 6. TREATMENT OF PROTECTED MATERIAL AT DEPOSITIONS IN THIS
25 LITIGATION.

26 (a) Deposition of the Authors and Recipients of Protected Material. With respect to
27 Documents designated as including "Confidential," any person indicated on the face of the
28 Document to be its originator, author, or recipient may be shown the Documents. Additionally, any

1 Document designated as including “Confidential” may be shown to any employee of the
2 Designating Party and/or the party that produced in this litigation the Document so designated
3 during the deposition of that employee if it is reasonably probable that the employee would have
4 access to or knowledge of the information contained in that Document.

5 (b) Exclusion of Certain Persons From Protected Deposition Testimony. Any Party shall
6 have the right to exclude from attendance at a deposition, during such time as the “Confidential”
7 Documents or information is to be disclosed, every individual not entitled under the Protective Order
8 to receipt of the information, excluding the deponent and the court reporter and/or videographer.
9 The Parties shall exercise restraint if and when excluding persons from a deposition pursuant to this
10 paragraph.

11 (c) Procedure for Designating Transcript Sections as Protected Material. Whenever a
12 deposition taken on behalf of any party involves a disclosure of “Confidential” Documents or
13 information of any party, said deposition or portions thereof shall be designated as containing
14 “Confidential” subject to the provisions of this Protective Order at the time the deposition is taken
15 whenever possible; *however*, any Party shall have until ten (10) days after receipt of the deposition
16 transcript within which to designate, in writing, those portions of the transcript it wishes to remain
17 designated as “Confidential,” and the right to make such designation shall be waived unless made
18 within the ten (10) day period. During such ten (10) period, the entirety of the transcript shall be
19 deemed designated “Confidential” to preserve the right of any Party to make a final designation of
20 “Confidential” during that ten (10) day period.

21 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
22 LITIGATION.

23 If a Party is served with a subpoena or a court order issues in another litigation that compels
24 disclosure of any information or items designated in this action as “Confidential,” that Party must:

25 (a) Promptly notify the Designating Party in writing. Such notification shall include a
26 copy of the subpoena or court order;

27 (b) Promptly notify, in writing, the party who caused the subpoena or order to issue in
28 the other litigation that some or all of the material covered by the subpoena or order is subject to

1 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

2 (c) Cooperate with respect to all reasonable procedures sought to be pursued by the
3 Designating Party whose Protected Material may be affected.

4 If the Designating Party timely seeks a protective order, the Party served with the subpoena
5 or court order shall not produce any information designated in this action as “Confidential” before
6 a determination by the court from which the subpoena or order issued, unless the Party has obtained
7 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
8 seeking protection in that court of its confidential material — and nothing in these provisions should
9 be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful
10 directive from another court.

11 8. PROTECTED MATERIAL OF A NON-PARTY SOUGHT TO BE PRODUCED IN THIS
12 LITIGATION.

13 (a) Applicability. The terms of this Order are applicable to information produced by a
14 Non-Party in this action and designated as “Confidential.” Such information produced by Non-
15 Parties in connection with this litigation is protected by the remedies and relief provided by this
16 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
17 additional protections.

18 (b) Notice Procedure. In the event that a Party is required, by a valid discovery request,
19 to produce a Non-Party’s confidential information in its possession, and the Party is subject to an
20 agreement with the Non-Party not to produce the Non-Party’s confidential information, then the
21 Party shall:

22 (i) Promptly notify, in writing, the Requesting Party and the Non-Party that
23 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

24 (ii) Promptly provide the Non-Party with a copy of the Stipulated Protective
25 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
26 the information requested; and

27 (iii) Make the information requested available for inspection by the Non-Party.

28 (c) Disclosure and Remedy. If the Non-Party fails to object or seek a protective order

1 from this Court within fourteen (14) days of receiving the above notice and accompanying
2 information, the Receiving Party may produce the Non-Party's confidential information responsive
3 to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall
4 not produce any information in its possession or control that is subject to the confidentiality
5 agreement with the Non-Party before a determination by the Court. Absent a court order to the
6 contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its
7 Protected Material.

8 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
10 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
11 the Receiving Party must immediately (1) notify in writing the Designating Party of the
12 unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected
13 Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the
14 terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and
15 Agreement to Be Bound" that is attached hereto as Exhibit A.

16 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
17 MATERIAL.

18 When a Producing Party gives notice to Receiving Parties that certain inadvertently
19 produced material is subject to a claim of privilege or other protection, the obligations of the
20 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
21 is not intended to modify whatever procedure may be established in an e-discovery order that
22 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d)
23 and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or
24 information covered by the attorney-client privilege or work product protection, the parties may
25 incorporate their agreement into the stipulated protective order submitted to the court.

26 11. FINAL DISPOSITION.

27 (a) Upon Termination of this Action. Within sixty (60) days after a final disposition of
28 the action, which shall include entry of final judgment and the exhaustion of all rights of appeal, or

1 a dismissal of the action, a Receiving Party shall either return to the Producing Party or destroy all
2 Documents and things or transcripts of depositions, together with all copies thereof, which have
3 been designated “Confidential.” Notwithstanding this provision, Counsel are entitled to retain an
4 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
5 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product,
6 and consultant and expert work product, even if such materials contain Protected Material. Any
7 such archival copies that contain or constitute Protected Material remain subject to this Protective
8 Order.

9 12. MISCELLANEOUS.

10 (a) Right to Seek Modification. Nothing in this Order abridges the right of any person
11 to seek its modification by the court in the future.

12 (b) Right to Assert Other Objections. By stipulating to entry of this Protective Order, no
13 Party waives any right it otherwise would have to object to disclosing or producing any information
14 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any
15 right to object on any ground to use in evidence of any of the material covered by this Protective
16 Order.

17 (c) Filing of Protected Material. The Parties agree to follow the procedures contained
18 in Local Rule 141 *et seq.* with respect to the filing of Protected Material. The Parties agree to meet
19 and confer prior to engaging in the procedures outlined in Local Rule 141 *et seq.* to narrow the
20 matters sought to be sealed, if possible.

21 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

22 Dated: February 7, 2023

JACHIMOWICZ LAW GROUP

24 By: /s/ Eleno N. Gonzalez

25 Joel P. Waelty
26 Eleno N. Gonzalez
27 Attorneys for Plaintiff,
28 ALEKSEY DVORKIN

1 Dated: February 7, 2023

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

2
3 By: /s/ Laura A. Wolfe

4 Laura A. Wolfe

5 Melissa K. Cerro

6 Attorneys for Defendants TEIXEIRA AND SONS,
7 LLC; TEIXEIRA AND SONS GENERAL
8 PARTNERSHIP, a General Partnership consisting of
9 partners JOHN M. TEIXEIRA, DON TEIXEIRA, and
10 THOMAS J. TEIXEIRA
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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [type or print full name] of
_____, [print or type full
address], hereby declare under penalty of perjury that I have read and am fully familiar with the
terms of the Protective Order entered in *Aleksey Dvorkin v. Teixeira and Sons LLC, et al.*,
Case No. 1:22-cv-00393-AWI-EPG venued in the United States District Court for the Eastern
District of California, and hereby agree to comply with and be bound by the terms and conditions
of said Order unless and until modified by further Order of the Court.

I acknowledge that I am about to receive Confidential Documents and/or information in said
action, and hereby certify my understanding that such information is being provided to me pursuant
to the terms and restrictions of the Protective Order. I understand that such information, and any
copies I make of any material containing “Confidential” information, or any notes or other records
that may be made regarding any such information, shall not be disclosed to others, except other
persons that are identified in or have agreed to comply with and be bound by the terms of the
Protective Order. I hereby consent to the jurisdiction of said Court for purposes of enforcing this
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of

[print or type full address, telephone number, and email address] as my California agent for service
of process in connection with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____

ORDER

Upon review of the parties' stipulated protective order (ECF No. 17), the Court finds it acceptable in most respects. However, the Court notes that the parties define the term "Confidential" to "mean information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c)." (ECF No. 17, p. 5). Such a definition improperly allows the parties to deem information confidential so long as they subjectively believe that it qualifies for protection under Federal Rule of Civil Procedure 26(c) and without ever disclosing the types of information at issue as required by Local Rule 141(c)(1). Accordingly, the Court limits the definition of confidential information to those categories that the parties sufficiently identify as warranting protection in the section of the protective order titled "Statement Under L.R. 141.1(c)(1)," which includes, among other things, information relating to "mediation or settlement privileges"; "costs, margins, or other internal financial/accounting information, including non-public information related to financial condition or performance and income or other non-public tax information"; and "business and financial information, including but not limited to information contained in tax returns and financial analyses prepared by accountants and/or CPAs." (ECF No. 17, pp. 3-4).

Accordingly, IT IS ORDERED that the parties' stipulated protective order (ECF No. 17) is approved as revised above.

IT IS SO ORDERED.

Dated: **February 8, 2023**

/s/ Eric P. Shoj
UNITED STATES MAGISTRATE JUDGE